

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If Applicable)	
2		13-Jun-2002				1 3	
6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)		CODE			
Army Corps of Engineers, Kansas City District 760 Federal Building, 601 East 12th Street Kansas City, Missouri 64106-2896							
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)				(x) 9a. AMENDMENT OF SOLICITATION NO. X DACA41-02-B-0001 9b. DATED (SEE ITEM 11) 5/21/2002 10a. MODIFICATION OF CONTRACT/ORDER NO. 10b. DATED (SEE ITEM 13)			
CODE							
FACILITY CODE							
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above number solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegraph which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
3. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS							
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10a.							
B. THE ABOVE NUMBER CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. SIGNATURE: Contractor <input type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible.)							
Project: Const. Of Consolidated Troop Medical Clinic, Fort Riley, Kansas							
1. The Solicitation is amended in accordance with the attached pages. 2. Bid Opening is delayed to 2:00 pm, 24 June 2002, in Room 748, Federal Bldg., Kansas City, Mo.							
Except as provided herein, all terms and conditions of the document referenced in Item 5A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15a. NAME AND TITLE OF SIGNER (Type or print)				16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15b. CONTRACTOR/OFFEROR				15c. DATE SIGNED		16b. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		16c. DATE SIGNED	

1. SOLICITATION NO. DACA41-02-B-0001 is amended as follows:

CAUTION: THIS AMENDMENT POSTPONES THE BID OPENING DATE TO 2:00 PM, 24 JUNE 2002.

a. SPECIFICATIONS:

(1) Revised Pages: The following pages are deleted and replaced with revised pages of the same number. A copy of each revised page accompanies this amendment.

SF1442-1
Page 20 of 138 (Section 00600 - Representations & Certifications)
TC-1
D1-1
01320A-6

(2) Reissued Pages: The following pages are reissued without change. A copy of each reissued page accompanies this amendment.

SF1442-2

(3) New Pages: The SUBCONTRACTING PLAN (Pages 24a thru 24f) is added to SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS. A copy of the SUBCONTRACTING PLAN accompanies this amendment.

(4) New Section: The following section is a new section which is added. A copy of the new section accompanies this amendment.

<u>Section No.</u>	<u>Title</u>
01312	Resident Management System

(5) Revised Sections: The following sections are deleted and replaced with revised sections of the same number. A copy of each revised section accompanies this amendment.

<u>Section No.</u>	<u>Title</u>
00100	Bidding Schedule / Instructions to Bidders (pages 6 thru 13)
01100	General
01451A	Contractor Quality Control

(6) Wage Rates: Modification No 3, dated 7 June 2002, is added to Department of Labor's Wage Rate Decision No. KS 02 0011. A copy of the new wage rates accompanies this amendment.

(7) Narrative Change:

PAGE 08000-4: For Door No. 0331, the Frame Type is changed from a Type "1" to Type "3".

b. DRAWINGS: Narrative Changes:

(1) Drawing Sheet No. S1.1:

The FOOTING SCHEDULE is deleted and is replaced by INSERT DRAWING NO. 1, dated 14 June 2002. A copy of the Insert Drawing accompanies this amendment.

(2) Drawing Sheet No. S6.1:

TYPICAL SLAB ON GRADE JOINT DETAILS: In the ISOLATION JOINT DETAIL, the reference to "6 Exp. Jt. Material (Bond Breaker)" is changed to "6-mm Exp. Jt. Material".

(3) Drawing Sheet No. S7.1:

TYPICAL EXTERIOR ROOF EDGE DETAILS: The DECK PARALLEL Detail is deleted in its entirety.

(4) Drawing Sheet No. S7.2:

SECTION 12 / 7.2 is deleted and is replaced by INSERT DRAWING NO. 2, dated 14 June 2002. A copy of the Insert Drawing accompanies this amendment.

2. Bidders are required to acknowledge receipt of this amendment on the Bid Form, in the space provided, or by separate letter or telegram prior to bid opening. Failure to acknowledge all amendments may cause rejection of the bid.

3. Bids will be received until 2:00 p.m. local time at place of bid opening, 24 June 2002 in Room 748 Federal Building, 601 E. 12th Street, Kansas City, Missouri 64106-2896.

Encls

Spec pages as listed

Drawings as listed

FOOTING SCHEDULE

MARK	SIZE LxWxT	REINFORCING EA. WAY BOTTOM	REMARKS
F3.0	900x900x300	4 - #16	
F3.5	1100x1100x300	4 - #16	
F4.0	1200x1200x300	5 - #16	
F4.5	1350x1350x300	5 - #16	
F5.0	1500x1500x300	6 - #16	
F5.5	1650x1650x330	6 - #16	
F6.0	1800x1800x360	7 - #16	
F6.5	1950x1950x400	8 - #16	
F8.0	1200x2400x900	5 - #16 LONG. 9 - #16 TRANS.	
F10.0	1500x3000x600	6 - #19 LONG. 11 - #19 TRANS.	REINF. TOP AND BOTTOM

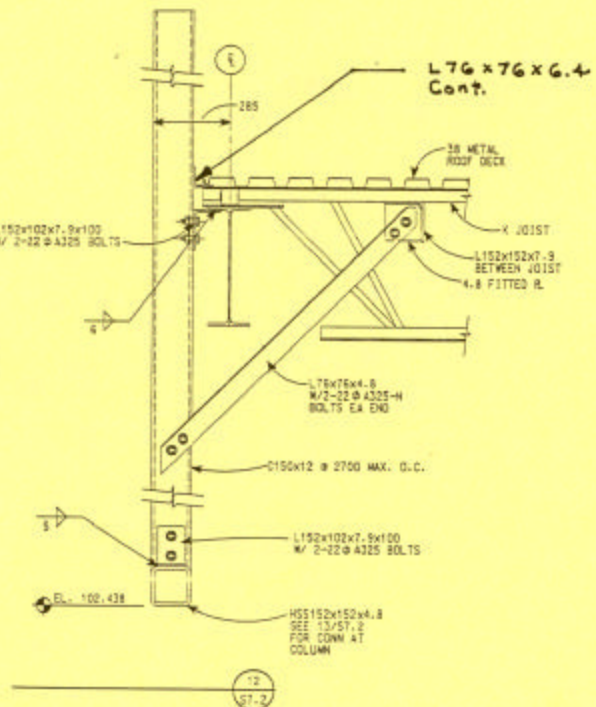
Sht SI.1

FF Riley CTMC - Revised Ftg Sched - 6/11/02

c:/E3N/K0560101.DGN 06/11/02 03:38:45 PM

14 June 2002

Insert Drawing No. 1
Sheet SI.1



Insert Drawing No. 2
 Sheet 57.2
 14 June 2002

DEPARTMENT OF THE ARMY
Kansas City District, Corps of Engineers
757 Federal Building
Kansas City, Missouri 64106

SPECIFICATIONS FOR CONSTRUCTION OF
CONSOLIDATED TROOP MEDICAL CLINIC
FORT RILEY, KANSAS

TABLE OF CONTENTS

COVER

BIDDING REQUIREMENTS, CONTRACT FORMS AND CONTRACT CONDITIONS

Section 00010	Solicitation, Offer and Award - SF-1442 Bidding Schedule
Section 00100	Instructions, Conditions and Notices to Bidder
Section 00600	Representations and Certifications
Section 00700	Contract Clauses
Section 00800	Special Clauses
Section 00810	Wage Rates

DIVISION 1 - GENERAL REQUIREMENTS

<u>Section No.</u>	<u>Title</u>
01090	Sources for Reference Publications
01100	General
01312	Resident Management System
01320A	Project Schedule
01330	Submittal Procedures
01355	Environmental Protection
01356A	Storm Water Pollution Prevention Measures
01415	Metric Measurements
01451A	Contractor Quality Control
01500A	Temporary Construction Facilities
01780	Closeout Submittals
01900	Base Schedule and Options

DACA41-02-B-0001-0002

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF	PAGES
		DACA41-02-B-0001	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	05/21/2002	1	2
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.						
4.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.		
		W58XUW-2092-6158				
7. ISSUED BY		CODE		8. ADDRESS OFFER TO		
U.S. Army Engineer District, Kansas City 760 Federal Building, 601 E. 12th Street Kansas City, Missouri 64106-2896 Tel: (816) 983-3846 Fax: (816) 426-5777				See Item 7 <u>Bid Opening Room - 748</u>		
9. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE NO. (include area code)		
		Sheryl Stephens		(816) 983-3923 Ext. (NO COLLECT CALLS)		

SOLICITATION

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Project: Construction of Consolidated Troop Medical Clinic
 Location: Fort Riley, Kansas

The work to be performed consists of the construction of a 27,000 sf, one-story medical clinic, with pharmacy, and examination rooms. The building will be of steel frame superstructure, with steel stud framing and exterior insulated finish system (EIFS). The work includes, but is not limited to, site work, concrete work, masonry, metal work, carpentry, thermal and moisture protection, glass and glazing, painting, equipment, heating, ventilating, and air conditioning, and electrical work.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>500</u> calendar days after receiving	
<input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in item 12B.)	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
12B. CALENDAR DAYS	
10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>one</u> copies to perform the work required are due at the place specified in Item 8 by <u>2:00 PM</u> local time <u>05/24/2002</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. NOT TO EXCEED <u>20%</u> OF TOTAL BID AMOUNT	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

00010-1

NSN 7540-01-155-3212

1442 102

STANDARD FORM 1442 (REV. 4-85)
 Prescribed by GSA
 FAR (48 CFR) 53.236-1(g)

OFFER (Must be fully completed by Offeror)		
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		(FAX #)
		16. REMITTANCE ADDRESS (Include only if different from Item 14)
DUNS NO. CODE FACILITY CODE		
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.		
18. AMOUNTS: See attached Bidding Schedule (Section 00010).		
19. The offeror agrees to furnish any required performance and payment bonds.		
19. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)		
AMENDMENT NO. DATE		
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		20B. SIGNATURE
		20C. OFFER DATE
AWARD (To be completed by Government)		
21. ITEMS ACCEPTED		
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
26. ADMINISTERED BY CODE		<input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
		27. PAYMENT WILL BE MADE BY
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE		
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document) Your offer on this solicitation is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE		31B. UNITED STATES OF AMERICA
		31C. AWARD DATE

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

DRAWINGS (EFARS 53.2/9000-1[a]). Bidders are cautioned that drawings may not be reproduced to exact scale. All drawings, whether full size or reduced, should be checked for potential discrepancies. Dimensions and scales should be verified and all drawings compared.

(End of provision)

FIELD OFFICE OVERHEAD PERCENTAGE MARKUP

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFAR 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN.

FIELD OFFICE OVERHEAD PER DIEM RATE.

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default Clause. Equitable adjustment shall be made for the costs which are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFAR 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN.

THE MAGNITUDE OF THE PROJECT IS REPRESENTED BY THE FOLLOWING ESTIMATED PRICE RANGE (FAR 36.204): Between \$5 million and \$10 million.
TIME FOR ACCEPTANCE BY THE GOVERNMENT OF BIDS

All offerors submitting bids in response to this request agree that the Government shall have not less than 90 days to accept any bid, after the date indicated for receipt of bids. In the event the Government cannot award a contract within this 90-day period, the Government may, at their option, extend the date for acceptance of bids, and any or all offers may resubmit their bids.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government,

considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of clause)

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
6.5	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
Fort Riley, Riley County, Kansas.

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Army Corps of Engineers, Kansas City District, 760 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2896.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(End of clause)

bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner
(Street, Address, City, and Operator of the Plant or
County, State, Zip Code) Facility if Other than Bidder

_____	_____
_____	_____
_____	_____

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23622. (SIC Code: 1542).

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business

NOTICE TO OFFERORS

If your firm is a large business and your bid exceeds \$500,000 or more for services or \$1,000,000 for construction, your attention is directed to the following provisions contained in the solicitation:

- 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Alternate I)
- 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Alternate I)
- 52.219-16, Liquidated Damages - Small Business Subcontracting Plan
- 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises

For your information, the United Army Corps of Engineers considers the following goals reasonable and achievable for fiscal year and during the performance of the resultant contract.

- a. 61.4% of planned subcontracting dollars will be placed with all small business concerns.
- b. 9.1% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals.
- c. 5% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by women.
- d. 3% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by service disabled veterans.
- e. There are no established goals for planned subcontracting dollars placed with those small business concerns owned and controlled by certified Hubzone concerns, small business concerns owned and controlled by veterans, and Historic Black Colleges and/or Minority Institutions, however, subcontracting with these concerns is highly encouraged.

Goals included in any proposed subcontracting plan should be at least equal to those indicated above. If lesser goals are proposed, you must substantiate how the proposed plan represents the firm best effort to comply with the terms and conditions of the solicitation. Offerors are highly encouraged to become familiarize with the intent of the solicitation provisions and the elements of the subcontracting plan.

The subcontracting plan must contain, at a minimum, the elements set forth in solicitation provision 52.219-9. Proposed plans will be reviewed to ensure the plan represents the firm's best efforts to maximize subcontracting opportunities for small, small disadvantaged and women-owned businesses. Subcontracting plans require Contracting Officer approval prior to contract award.

Should the selected offeror fail to submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, the offeror will be considered ineligible for award. The approved subcontracting plan (to include goals) will become a material part of the contract. An example of a format of a subcontracting plan is attached for your information. The attached *plan is an example only* and should not be construed as the only acceptable subcontracting plan format. Any format will be acceptable provided the plan addresses each element as required by the Federal Acquisition Regulations and its supplements.

Should you have any questions or need assistance in developing your plan, please contact the assigned Contract Specialist or the District's Deputy for Small Business at 816-983-3927 or fax your inquiries to 816-426-2979.

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN
EXAMPLE

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE NO: _____

PROJECT TITLE: _____

SOLICITATION NO: _____

CONTRACT NO: _____

1. In accordance with the contract clauses at 52.219-8 and 52.219-9, (name of contractor) submits the following Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Business Concerns.

2. Subcontracting goals for this contract:

a. Total contract amount is \$ _____.

b. Total dollars planned to be subcontracted (to all types of businesses): \$ _____.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

**NOTE: Women-owned businesses are not considered a small disadvantaged business. Do not include subcontract awards to women-owned businesses in your calculations unless the firm meets the definition of a small disadvantaged business.*

3. The principal items or areas we will subcontract under this contract are (NOTE: **Construction contractors remember to include materials/supplies when developing plan. Also, list each subcontracted task by Division and Section number**):

a. Of the items or areas stated in 3; we plan to subcontract the following to Small Businesses:

DACIA1 02 8 0001 - 0002

b. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Disadvantaged Businesses:

c. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Women-Owned Businesses:

d. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Service Disabled Veterans-Owned Businesses:

e. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Veteran-Owned Businesses:

f. Of the items or areas stated in 3; we plan to subcontract the following to Hub Zone concerns:

g. Of the items or areas stated in 3; we plan to subcontract the following to Historically Black Colleges and Minority Institutions:

****NOTE: SEE LAST PAGE IF THIS SOLICITATION HAS OPTIONS (delete this statement from your plan)****

4. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 2:

5. Indirect costs were () were not () used in establishing subcontracting goals. ****If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns and (iii) women-owned.****

6. The following individual will administer this Subcontracting Plan on behalf of (name of contractor):

Name:

Title:

Address:

Telephone:

The aforementioned individual's specific duties will include, but is not limited to:

DAC441 02 B-0001 -0002

a. Developing and maintaining source lists of small, small disadvantaged and women-owned small business concerns. Sources used are the Small Business Administration's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Centers, Economic Development Centers, and National Center for American Indian Enterprise Development.

b. Assuring the inclusion of small, small disadvantaged, and women-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, small disadvantaged and women-owned small business concerns.

c. Establishing and maintaining records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by a small, small disadvantaged business, or women-owned small business concerns.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Promoting activities necessary to further the intent of the subcontracting plan. Activities include motivational training of purchasing personnel; attendance at workshops, seminars and trade fairs conducted by or on behalf of small business and/or small disadvantaged and/or women-owned small business concerns; and general cooperation with members of the small, small disadvantaged and women-owned small business concerns or their representatives.

7. The following steps will be taken to ensure that small, small disadvantaged, and women-owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services describe in paragraph 4 above:

a. Sources will be requested through SBA's PASS system, business development organizations, minority and small business trade associations and at small, minority and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

b. The firm will conduct and maintain internal motivational training to guide and encourage purchasing personnel to maintain source lists and guides to small, small disadvantaged, and women-owned small business concerns. Purchasing activities will be monitored to ensure sufficient time is allowed for interested offerors to prepare bids and to ensure continuous compliance with the approved Subcontracting Plan.

8. *[Name of contractor]* agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt a plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of proposed goals shall be determined on a cases-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

9. The Firm agrees to submit periodic reports and cooperate in any studies or surveys required by the Contracting Activity or Small Business Administration to determine the extent of the firm compliance with the subcontracting plan.

10. *(Name of Contractor)* agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small, small disadvantaged, and women-owned small business sources, along with records of attendance at conference, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business concerns, small disadvantaged business concerns and women-owned small business concerns.

c. Records of subcontracts award in excess of \$100,000 will demonstrate how small business concerns, small disadvantaged business concerns and women-owned business concerns were solicited or provide an explanation as to why these business concerns were not considered for subcontracting opportunities.

d. Records of subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

11. *(Name of Contractor)* will submit a SF 295, Summary Subcontract Report, on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of engineers Supplemental Instructions. *(Name of Contractor)* will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

Contractor's Signature: _____

Typed Name: _____

Title: _____

Date: _____

This Plan is Accepted By:

Contracting Officer

Date: _____

NOTE: If this solicitation has options, the plan must contain separate goals for each option. **EXAMPLE:**

1. Option # _____

a. Total contract amount is \$ _____.

b. Total dollars planned to be subcontracted (to all types of businesses): \$ _____.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

GENERAL DECISION KS020011 06/07/02 KS11
General Decision Number KS020011

Superseded General Decision No. KS010011

State: Kansas

Construction Type:
BUILDING

County(ies):
RILEY

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	04/05/2002
2	05/10/2002
3	06/07/2002

COUNTY(ies):
RILEY

* PLUM0165A 06/01/2002

	Rates	Fringes
PLUMBERS	25.24	7.85

* ROOF0020P 06/01/2002

	Rates	Fringes
ROOFERS	21.76	6.44

SFKS0669B 04/01/2002

	Rates	Fringes
SPRINKLERFITTERS	27.01	7.05

SHEE0077C 06/01/2001

	Rates	Fringes
SHEETMETAL WORKERS (Including HVAC Duct Work)	23.58	7.34

SUKS1029A 03/01/2000

	Rates	Fringes
BRICKLAYERS	18.00	

CARPENTERS (Including Drywall Hanging and Excluding Insulation, Batt)	12.93	3.01
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CEMENT MASONS	11.00	0.44
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LABORERS:

Unskilled (Excluding Blown Installation)	8.42
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PAINTER:	
Brush/Roller (Including Drywall Finishing)	11.39

POWER EQUIPMENT OPERATORS:		
Backhoe	13.19	2.68
Rollers (All Types)	10.53	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

DIVISION 1 - GENERAL REQUIREMENTS

<u>Section No.</u>	<u>Title</u>
01090	Sources for Reference Publications
01100	General
<u>01312</u>	<u>Resident Management System</u>
01320A	Project Schedule
01330	Submittal Procedures
01355	Environmental Protection
01356A	Storm Water Pollution Prevention Measures
01415	Metric Measurements
01451A	Contractor Quality Control
01500A	Temporary Construction Facilities
01780	Closeout Submittals
01900	Base Schedule and Options

SECTION 01100

GENERAL

PART 1 GENERAL

1.1 INQUIRIES

Pursuant to SECTION 00100 paragraph titled "Explanation to Prospective Bidders", any inquiries regarding this Invitation, before bids are opened, should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: Mr. Robert Van Horn. Inquiries for which oral explanation or advice on the plans and specifications will suffice may be referred to Mr. Van Horn by calling Area Code 816-983-3214, one calls concerning the mailing of plans and specifications should be made to Contracting Division at Area Code 816-983-3975. Collect telephone calls will not be accepted. (KCDO APR 84)

1.2 SUPERINTENDENCE OF SUBCONTRACTORS

(a) The Contractor shall be required to furnish the following:

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(b) If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

1.3 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

1.4 APPLICATION OF WAGE RATES

The inclusion of the Davis-Bacon Act General Wage Decision or the Service Contract Act Wage Determination in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific work task can be performed by any specific trade. Which work tasks can be performed by what trades depends on and is determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the bidder to determine and comply with the prevailing area practice. Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial Relations Specialist (telephone number 816-983-3723) or to the Department of Labor Regional Wage and Hour Division.

Application of wage rates and fringe benefits: For the application of the

wage rates and fringe benefits contained in the Decisions of the Secretary of Labor, attached to and a part of this contract, all work required within 5 feet outside building lines shall be considered Building Construction. All other construction not defined herein as Building Construction shall be considered Heavy Construction.

1.5 PAYMENTS TO SUBCONTRACTORS

The Contractor's attention is directed to CONTRACT CLAUSE titled "Payment Under Fixed-Price Construction Contracts." In addition to the requirements set forth in the referenced paragraph, the Government will reimburse the Contractor, upon request, for amount of premiums paid by the subcontractors for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor furnishes evidence of full payment to the surety.

1.6 PAYMENTS TO CONTRACTOR (KCD MAY 90 - FORMERLY FAR 52.2/9101(a))

The following is an example of a Contractor's release of claims clauses required to comply with the provisions of paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts":

RELEASE OF CLAIMS

The undersigned Contractor under contract dated _____, 2000, between the United States of America and said Contractor for the _____ located at _____, in accordance with paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts" of said contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due.)

1.7 PROSPECTIVE CONTRACTOR RESPONSIBILITY

Each bidder shall furnish, within 3 calendar days after receipt of request therefor, data which will show the bidder's ability to perform the work or services required by this Invitation for Bids. Such data shall include as a minimum: Bank certification of financial capability, or a financial statement not over 60 days old, which will be treated as confidential (if over 60 days old, a certificate shall be attached thereto stating that the financial condition is substantially the same or, if not the same, the changes that have taken place); names of commercial and financial reporting agencies from whom credit reports may be obtained; trade creditors; name and address of bonding company; business and construction experience; past record of performance of Government contracts; and construction plant and equipment available for this job, with resume of work in progress or other data that will assure that the bidder is in a position to perform the work within the time specified.

In addition, if the bid exceeds \$1,000,000, the bidder shall furnish upon request, a certified statement listing:

(a) Each contract awarded to him within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract.

(b) Each contract awarded to him within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract.

(c) If the prospective Contractor is a joint venture, each joint venture member will be required to submit the above defined certification. There shall also be furnished any other available information which will serve to

substantiate the bidder's qualifications as a responsible prospective Contractor. (KCD APR 84)

1.8 PERFORMANCE OF WORK BY CONTRACTOR

Bidder's attention is directed to SPECIAL CLAUSE titled "Performance of Work by Contractor." The successful bidder will be required to furnish the Contracting Officer, a description of the work which he will perform with his own organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be furnished to the Contracting Officer within 10 days after award of the contract.

1.9 LABORATORY AND TESTING FACILITIES

The Contractor shall provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to the CONTRACT CLAUSE titled "Inspection of Construction." The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work. (KCD)

1.10 deleted

1.11 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE titled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

(9) (5) (3) (3) (4) (5) (4) (3) (5) (3) (3) (6)

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE titled "Default (Fixed Price Construction)." (ER 415-1-15)

1.12 REQUIRED INSURANCE SCHEDULE

In accordance with CONTRACT CLAUSE titled "Insurance--Work On A Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

Type	Amount
Workmen's Compensation State Statute	coverage complying with applicable
Employers' Liability	minimum amount of \$100,000.00
General Liability on Comprehensive Form of Policy which includes, but is not limited to, insurance for all work required herein	minimum limits of \$500,000 per occurrence for bodily injury
Comprehensive Automobile Liability	minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

(End of clause)

1.13 INTERRUPTIONS TO UTILITY SERVICES

A schedule showing the approximate times of interruptions of utility services and roads shall be submitted approximately 30 days in advance of interrupting services to make connections. Where it is necessary to interrupt services to make connections and the period of interruption will last more than 2 hours, the connections shall be performed on Saturday or Sunday, unless otherwise approved by the Contracting Officer. Final arrangements shall be made with the Contracting Officer at least 72 hours in advance of the scheduled times of interruptions.

1.14 COORDINATION BETWEEN CONTRACTORS

(See CONTRACT CLAUSE titled "Other Contracts.") Construction work on another contract is underway concurrently with this Contract. The obligations of the Contractor under this Contract will include jointly planning and scheduling the work, on a cooperative basis, with the other Contractor involved in order to minimize delays and interferences. Alterations to systems installed under the other contract, including connections to sewer, waterlines, and bituminous pavement shown as existing, may not be in place.

1.15 CONTRACTOR-FURNISHED EQUIPMENT DATA

At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned in the following subclauses.

(1) Equipment List. An itemized equipment list showing unit retail value and nameplate data including serial number, model number, size, manufacturer, etc., for all Contractor-furnished items of mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

(2) Guarantees. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefor. For each specific guaranteed item, a name, address, and telephone number shall be shown on the list for subcontractor who installed equipment, equipment supplier or distributor and equipment manufacturer. The completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item.

(3) Warranty Service Calls. The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within the time periods as follows: 4 hours for heating, air-conditioning, refrigeration, air supply and distribution, and critical electrical service systems and medical equipment, and 24 hours for all other systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

1.16 DATE OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

(a) The date of the U.S. Army Corps of Engineers Safety and Health Requirements Manual in effect on the date of this solicitation is 3 September 1996. See Section 00700, Contract Clause titled "Accident Prevention."

(b) Section 06.I of EM 385-1-1 is deleted. Job hazard analysis for confined space entry procedures is still required, as per 01.A.09 of EM 385-1-1. OSHA Standards 29 CFR 1910.146 or 29 CFR 1926 shall apply.

(c) Before initiation of work at the job site, an accident prevention plan, written by the prime contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel.

1.17 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA standards as well as the most current edition of the Corps of Engineers General Safety Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes.

1.18 CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSE titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated August 1995 can be ordered from the Government Printing Office (GPO)

by calling Telephone No. 202-512-1800.

1.19 SHOP DRAWINGS

The Contractor's attention is directed to clause "Specifications and Drawings for Construction" of the Contract Clauses.

1.20 SUBMITTALS

(a) Submittal Procedures. See Division One SECTION: SUBMITTAL PROCEDURES.

(b) Shop Drawings shall be submitted in ample time to secure approval prior to the time the items covered thereby are to be delivered to the site. ENG Form 4025 and 4026 shall be used for the transmittal of shop drawings. Unless otherwise specified, shop drawings shall be submitted not less than 30 days before commencement of fabrication of fabricated items and not less than 15 days before delivery of standard stock manufactured items. Where materials are stock with the manufacturer, catalog data, including specifications and full descriptive matter, may be submitted as shop drawings. When catalog includes nonapplicable data, the applicable data shall be clearly designated and identified by item number, item name, and name of manufacturer. Shop drawings submitted (including initial and final submittals) shall be reproductions on high quality paper with clear and legible print. Drawings shall generally be bordered a minimum of one inch and trimmed to neat lines and unless otherwise specified, the minimum scale shall be 3/8-inch to the foot. Shop drawings quality will be subject to approval. Each shop drawing, including catalog data, shall be identified with a title block including the name of Contractor, contract number, name and location of project, and name of item of work or structure to which the shop drawing applies. Material fabricated or delivered to the site before approved shop drawings have been returned to the Contractor will be subject to rejection. NO CONSTRUCTION OR INSTALLATION SHALL BE DONE FOR ANY ITEM REQUIRING SHOP DRAWINGS, UNTIL ALL SHOP DRAWINGS FOR THAT ITEM HAVE BEEN APPROVED.

(c) As-Built Shop Drawings: Upon completion of the work under this contract, the Contractor shall furnish five complete sets of prints or one complete set of reproducibles of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The quality of the reproducibles and prints is subject to approval.

(d) As-Built Drawings: The Contractor shall maintain three separate sets of red-lined, full scale, as-built construction drawings marked up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work, and shall be available for review by Government personnel at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. In addition, the Contractor shall indicate on the As-Built Drawings, the brand-name, description, location, and quantity of any and all materials used which contain asbestos. The Contractor shall also be responsible for updating the Government-furnished CADD files to reflect the current as-built conditions throughout the duration of the project. The updated CADD design files shall be maintained in the Intergraph Microstation format consistent with the graphic standards established in the CADD contract drawings provided by the Government. The Contractor will be provided a copy of the Tri-Service CADD standards to facilitate his efforts in the maintenance of design files. The updated CADD files shall be reviewed by the Government on a monthly basis during the progress payment evaluation. The Contractor shall be prepared to demonstrate the status of the updated CADD files in his on-site office. The as-built utility drawings shall show locations and elevations of all underground new utilities and existing utilities

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encountered, including dimensions from permanent structures and/or survey locations. The submittal requirements for as-built utility drawings shall be shown as separate activities on the Contractor-prepared network analysis. Upon completion of the work, the marked-up drawings and the updated CADD files shall be furnished to the Contracting Officer on 8 mm tape or CD. In multiphased construction where portions of a system are to be turned over to the user prior to completion of the project, the marked-up drawings for that portion shall be furnished to the Contracting Officer at that time. (MRD ltr 30 Oct 70 and KCD 8 Apr 91)

(e) CADD Files: The Government will provide to the Contractor, within 30 calendar days after Notice of Award, copies of the CADD computer files of the contract drawings for the production of as-built drawings. These files will be in Intergraph Microstation format. The Government provides no warranty, expressed or implied, of the CADD computer files. The Contractor shall assume all responsibility to verify the CADD drawing files. The Contractor will not utilize the CADD drawing computer files to resolve dimensional or other discrepancies. The Government will not guarantee the measurable accuracy of the CADD drawing computer files.

(f) Purchase Orders: Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project, shall be maintained on file at the Contractor's field office for inspection and review by Government representatives. Each purchase order shall (1) be clearly identified with applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased. (MRD Ltr 22 Oct 74)

(g) Color Boards:

1. The Contractor shall submit a minimum of three (3) complete sets of color boards within 120 calendar days of receipt of Notice to Proceed. Construction color boards shall be submitted in a 3-ring notebook binder with all materials securely mounted on rigid 8-1/2 by 11-inch presentation (mat) board, with a maximum spread of 25-1/2 by 33 inches for foldouts, clearly coded regarding location of materials in the facility.

2. An index shall be provided listing pertinent contract specifications and drawings for each sample and any proposed substitutions or variances shall be so designated. The Contractor shall also certify, in writing, that all submittal items technically comply with the project specifications.

3. Color boards shall reflect all actual finish textures, patterns, and colors required for this contract as specified on the Interior Room Finish Schedule, the Exterior Finish Schedule and Interior Finish Materials Legend located in the Contract Drawings, and the sample requirements of the submittal registers. All materials must be labeled with the manufacturer's name, pattern and color reference. Patterned material samples (i.e., carpet) must be of sufficient size to enable evaluation of the pattern. Samples shall be keyed or coded to match any key or code system in the Contract Drawings.

4. The Contractor shall express mail a minimum of three (3) copies of the color boards to the Contracting Officer. The Contracting Officer will forward one copy of the colorboards to CENWK-EC-D for review and concurrence. Concurrence or comments will be provided not later than 45 calendar days after receipt of the submittal. This paragraph does not cover the quality of finishing materials. The quality, physical requirements, and method of installation shall be submitted with the appropriate shop drawings. The Contractor shall not submit any of the above requirements with the color boards. Specific locations where the

various materials are required are shown on the drawings.

(h) Accident Prevention Plan: The Contractor shall submit his Accident Prevention Plan not later than the Preconstruction (or Preperformance) Conference. The Notice to Proceed (or first Delivery Order) will not be issued until the plan has been approved by the Government. The Contractor shall resubmit the plan within 5 working days prior to any proposed changes in the plan.

(i) Quality Control Plan: The Contractor shall submit his Quality Control (QC) Plan not later than the Preconstruction (or Preperformance) Conference. The Notice to Proceed (or first Delivery Order) will not be issued until the plan has been approved by the Government. The Contractor shall resubmit the plan within 5 working days prior to any proposed changes in the plan.

1.21 SPECIAL REFERENCES

(a) Shop Drawings. Bidder's attention is directed to SPECIAL CLAUSE titled "Shop Drawings." The basic requirements for Shop Drawings are set forth in the CONTRACT CLAUSES and SPECIAL CLAUSES.

(b) Approved Equal. Bidder's attention is directed to SPECIAL CLAUSE titled "Approved Equal."

(c) Payment to Subcontractors. Bidder's attention is directed to SPECIAL CLAUSE titled "Payments to Subcontractors."

1.22 DIFFERENCES IN DRAWINGS

In addition to the provisions of CONTRACT CLAUSE paragraph "Specifications and Drawings for Construction," the structural drawings shall govern in cases where they differ from the architectural drawings.

1.23 DAMAGE TO WORK (1966 MAR OCE)

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE titled "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSE titled, "Changes," of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.24 AGGREGATE SOURCES

(a) After the award of the contract, the Contractor shall designate in writing only one source or combination of sources from which he proposes to furnish aggregates. If the Contractor proposes to furnish aggregate from a source or from sources not listed above, he may designate only a single source or single combination of sources for aggregates. Samples for acceptance testing shall be provided as required by 03300 of the Technical

Provisions. If a source for coarse or fine aggregate so designated by the Contractor is not approved for use by the Contracting Officer, the Contractor shall submit for approval other sources at no additional cost to the Government.

(b) The right is reserved to reject materials from certain localized areas, zones, strata, or channels when such materials are unsuitable for concrete aggregate as determined by the Contracting Officer. Materials produced from an approved source shall meet all the requirements of Section: 03300 of the Technical Provisions of these specifications.

1.25 EXISTING ROADS

Where roads under construction follow or tie into existing roads open to traffic, the roads constructed under such conditions shall be open and passable to traffic at all times during construction. Roadbeds shall be maintained to eliminate hazards to traffic, insure a reasonably smooth riding surface, and to provide positive drainage by constant maintenance of sufficient crowns and ditches as construction progresses. During rainy or inclement periods, the roads shall be kept passable by applying adequate surfacing material to the roadbed or by providing a full time attendant to offer assistance to motorists. Upon failure to comply with foregoing requirements, the Contracting Officer reserves the right to direct non-Government sources to correct deficiencies with costs deducted from payment due to the Contractor.

1.26 APPROVED EQUAL

The drawings and the TECHNICAL PROVISIONS of these specifications may, in some instances, refer to certain items of equipment, material, or article by trade name. References of this type shall not be construed as limiting competition, but shall be regarded as establishing a standard of quality. In this respect, the Contractor's attention is directed to CONTRACT CLAUSE titled "Material and Workmanship."

1.27 SCHEDULE OF WORK

The Contractor's attention is directed to CONTRACT CLAUSE titled "Schedule for Construction Contracts," wherein if, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer.

1.28 UPKEEP OF ROADWAY AREAS WITHIN A MILITARY INSTALLATION WHICH THE CONTRACTOR USES

In addition to the requirements in CONTRACT CLAUSE titled "Operations and Storage Areas," the Contractor shall comply with the following requirements: Where the construction work is on or adjacent to, or involves hauling over public roads, streets, or highways located on a military installation, all herein referred to as "roads," the said roads shall except as otherwise specified or directed, be kept open for traffic at all times during the construction period. The Contractor shall keep the roads including adjacent construction site free of debris including litter, waste construction material, mud etc., that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and construction site and repair any damage occasioned with his operations under this contract to the satisfaction of the Contracting Officer. The drainage from the roads shall not be obstructed by the construction work.

1.29 PROTECTION OF UTILITY LINES

(a) It shall be the Contractor's responsibility to protect all existing

utility lines from damage during excavation for utilities systems. Any damage resulting to existing utility systems shall be repaired by the Contractor, to the satisfaction of the contracting officer, at no additional cost to the Government.

(b) All requests for access and/or locations must be made through the Contracting Officer's Representative (COR) or Resident Engineer. The Director of Public Works will work directly with the Resident Engineer to provide timely information to the Contractor.

(c) Not less than 3 or more than 10 workdays prior to the actual day of excavation on each site, the Contractor shall contact Kansas One-Call System, Inc., Toll Free 1-800-344-7233 and obtain a Kansas Dig-Safe Ticket Number. Immediately after obtaining a Kansas Dig-Safe Number the Contractor shall contact Fort Riley Dig-Safe Coordinator at Public Works, Building 337, Telephone 1-785-239-8187, FAX 1-785-239-8188, and accomplish the items listed below. No exceptions to this policy will be tolerated. The Contractor will be held liable for all costs incurred by various underground utility owners for repairs to damaged underground utilities resulting from failure to comply with this procedure.

(1) Provide Kansas One-Call System Ticket Number.

(2) Provide company name, name and telephone number of point of contact.

(3) Provide a site drawing with measurements from nearest building showing depth and nature of work:

(4) Mark the area to be dug with white paint.

1.30 CLOSEOUT OF CONTRACTS (KCD JULY 1990)

The closing out of various features of the contract shall be done before or on the Government contract construction completion date. The Contractor's specific submittals and items required for closeout include, but are not limited to, Operation and Maintenance Manuals (O&M), training, spare parts, equipment list, guarantees, as-built shop drawings and contract drawings.

The Contractor shall review the contract documents and prepare a plan for closeout no later than 90 days after the notice to proceed date for approval by the Contracting Officer Representative (COR). The closeout plan shall also include the Specification Volume No., specification reference section and building name on each closeout item. A summary of the type of closeout information required for each of the items shall be prepared by the Contractor for the closeout plan. The closeout data base shall be updated as required by the Contracting Officer to ensure adequate tracking of the items noted.

The following is a general list of the various types of closeout materials and the data required for each. (* indicates data required on initial submittal)

(a) O&M Manuals:

Descriptions*, Specification Paragraph*, Date Due*, No. Copies Due*, Date Submit Action Code, Resubmit Date, Approved, Date to User

(b) Training Requirements:

Description*, Specification Paragraph*, Length Required*, Date Scheduled, Plan Submitted, Plan Approved, Date Training Held

(c) Spare Parts Required:

Description*, Specification Paragraph*, Quantity Required*, Date Turned Over to User

(d) Salvaged Material:

Description*, Specification-Plan Requirement*, Quantity*, Turn In Document Received

(e) Government-Furnished Equipment:

Description*, Specification-Plan Requirement*, GFCI-GFGI*, Number Required*, Date Equipment Data Required*, Date Equipment Required*, Turnover Document Provided

(f) Utilities Provided or Relocated by Others:

Description*, Relocate or Provide*, Specification-Plan Note*, Date Required*

1.31 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids. (KCD APR 84)

1.32 EXPEDITING NOTICE TO PROCEED

Notwithstanding the requirements of Block 12 on page 00010-1 of SECTION 00010 and SECTION 00100 paragraph titled "Late Submissions, Modifications, and Withdrawals of Bids," in order to expedite award of contract and issuance of NOTICE TO PROCEED, it is requested that an officer of the company or corporation determined to be the successful bidder shall appear in the office of the Commander, Kansas City District, Corps of Engineers, 757 Federal Building, 601 East 12th Street, Kansas City, Missouri, for signing contract documents. Therefore, upon written acceptance of this bid, mailed or otherwise furnished within 60 calendar days after the date of opening of bids, it is requested that the successful bidder shall within 48 hours after receipt of notification appear in the office of the Commander and execute Notice to Proceed documents, and give performance and payment bonds on Government Standard forms 25 and 25A with good and sufficient surety. It is also requested that the successful bidder furnish insurance certificates required in SPECIAL CLAUSE titled "Required Insurance Schedule" at this time.

1.33 UNEXPECTED HAZARDOUS SUBSTANCES

In the event that suspected hazardous substances are revealed during construction activities, all such construction activities in the immediate area shall be immediately suspended. Hazardous substances for purposes of this specification only, shall be defined as CERCLA hazardous substances, infectious or radioactive wastes, asbestos or oil. The Contractor shall leave the materials undisturbed and shall immediately report the find to the Contracting Officer's Representative (COR) so that proper authorities can be notified. The Contractor shall not resume construction activities in the vicinity of the suspected hazardous substances until written clearance is received from the COR. Identification and removal of any such materials will be conducted in accordance with all Federal, state and local environmental laws and regulations according to the CONTRACT CLAUSE titled "Differing Site Conditions."

1.34 IONIZING RADIATION (Notification and Authorization)

- a. When USACE controlled radioactive material is used or stored on an active Army or Air Force installation, the appropriate Department of the Army (DA) or Department of the Air Force (DAF) radioactive material authorization must be obtained.
- b. Application for DA authorization is submitted through USACE channels to DASEN-SOI on DA Form 3337 (Application For Department Of The Army Radiation Authorization or Permit) executed in accordance with AR 385-11.
- c. Application for DAF authorization is submitted to the installation Environmental Health Section (in accordance with AFR 161-16) with a copy furnished to DAEN-SOI.
- d. Contractors contemplating the use of radioactive materials or radiation producing equipment on an active DA or DAF installation must obtain the appropriate permit or authorization. A 45 day lead time should be allowed for obtaining a permit (see EM 385-1-1, Sec 6).
 - (1) DA permit requests should be submitted to the installation commander as described in AR 385-11.
 - (2) DAF authorization requests should be submitted to the installation Environmental Health Section as described in AFR 161-16.
 - (3) The Department of the Navy does not have a formal permit or authorization requirement; however, the installation Safety Office should be informed of the intended use.

1.35 LARGE VOLUME OF FORT RILEY CONSTRUCTION

Bidders are advised that a number of construction projects will be in progress at Fort Riley during the performance of this contract. Each individual Contractor shall be responsible for coordinating and scheduling the work such that the work shall be accomplished to minimize delays and interference.

1.36 TIMBER DISPOSAL

- (a) Any and all hardwood trees, stems and limbs three (3) inches in diameter or greater that must be removed as a result of construction be stockpiled by the Contractor in the area designated, i.e. 2d and K Street, Camp Punston. Excluded from this requirement are cedar, pine and cottonwood trees, stems and limbs.
- (b) All cedar, pine and cottonwood trees, stems and limbs; all trees, stems and limbs less than three (3) inches in diameter; and all stumps and roots will be taken to the construction and demolition debris landfill for disposal. This landfill is located in the vicinity of the corner of E and 4th Streets in Camp Whitside.

1.37 FORT RILEY CONSTRUCTION DEMOLITION DEBRIS (C/D) LANDFILL OPERATIONS

The Fort Riley Construction Demolition Debris landfill, located on Campbell Hill Road, will have an attendant on duty and be open for normal operations Monday-Friday, 0730-1600. Only construction demolition debris materials will be accepted; any salvageable items shall be turned into DOL, Building 659, or DRMO, Building 1950. POC is the Solid Waste Program Manager, Directorate of Environment and Safety, telephone (785) 239-0398.

1.38 KANSAS SALES AND USE TAX

In accordance with FAR clause 52.229-3, notice is given that the contract price excludes the Kansas sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Kan. Stats. Anno., sec. 79-3606(e), the Contracting Officer will obtain from the State and furnish to the Contractor an exemption certificate for this project for use by the Contractor and subcontractors in the purchase of materials for incorporation in the project and of services. The Contractor and the subcontractors shall furnish the number of such certificate to all suppliers from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. Pursuant to a 1977 Amendment to K.S.A., 1976 Supp., 79-3606(e), effective 1 July 1977, the Contractor is required to retain all invoices for a period of five (5) years during which time these invoices are subject to audit by the Kansas Director of Taxation. Upon completion of the project, the Contractor shall complete the Project Completion Certification (Form STD 77, Rev. 6/77) in duplicate returning one copy to the Contracting Officer, and forwarding the other to the Kansas Director of Taxation. (KCD)

1.39 GENERAL REQUIREMENTS

1.39.1 Verification of Conditions and Dimensions

The Contractor shall review plans and specifications and visit the work site(s) to become thoroughly familiar with details of the required work and site conditions, verify all dimensions prior to ordering materials and fabricating components, and notify the Contracting Officer of any discrepancies between the plans and specifications and actual conditions. All discrepancies shall be resolved before the Contractor begins work. It is strongly suggested the Contractor verify conditions and dimensions prior to preparing and submitting his bid.

1.39.2 Delivery and Storage

The Contractor or his suppliers shall deliver materials to the work site in undamaged, unopened manufacturer's standard packaging or containers. The Contractor shall store materials to protect them from physical damage, theft, vandalism, and weather.

1.39.3 Marking and Labeling

Manufacturer's standard packaging and containers, or when appropriate, individual pieces of material shall be marked or labeled showing the name of the manufacturer; brand name; model number, stock number, or other designations; item description; and when applicable, the stamp of a nationally recognized, independent testing laboratory or agency, certifying materials conform to the requirements specified.

1.39.4 Proprietary Products

Unless otherwise specified, proprietary products indicated in the specifications or noted on the plans are intended to establish capacities, color, design, features, pattern, quality, and style of materials desired, and are not intended to limit trade. Materials proposed for use which can be determined by the Contracting Officer to conform to the requirements specified, may be substituted and installed after his approval.

1.39.5 Coordination

Work performed by specific trades shall be coordinated with work performed by other trades to the extent required.

1.39.6 Identification Cards

All Contractor and Subcontractor personnel shall wear identification cards while working at Fort Riley. Identification cards shall show a photograph of the employee; name of employee; and name, address, and phone number of the Contractor or Subcontractor.

1.39.7 Vehicle Identification

All Contractor and Subcontractor vehicles and equipment shall bear the Contractor or Subcontractor's name or logo while the vehicles and equipment are working at Fort Riley. Names or Logos shall be applied to both sides of vehicles and equipment as a minimum.

1.40 SAFETY AND PROTECTION

1.40.1 Safety Requirements

The Contractor shall take safety precautions to protect workmen, building occupants, and the public from construction equipment and materials being removed and installed at the work site. The Contractor shall maintain free and safe passage into and out of adjoining or adjacent building and areas not part of this project. The Contractor shall comply with EM 385-1-1 while performing the required work in this project.

1.40.2 Accident Prevention Plan

The Contractor shall prepare an Accident Prevention Plan in accordance with paragraph 01.A.07, EM 385-1-1. The approved plan shall be implemented not later than the contract start date.

1.40.3 Protection of Property

All property, both Government and personal, indoors and outdoors, including buildings, site improvements, utilities, vegetation, and vehicles at or adjacent to the work site, and which might be damaged during the course of the required work, shall be adequately protected by the Contractor for the duration of the work. The Contractor shall not operate heavy construction equipment on drives, sidewalks, or lawns without installing suitable protection on these surfaces. When the building(s) is unoccupied, and the Contractor is issued keys to the building(s), he shall insure the building(s) is kept locked when he is not on the premises and the keys are kept secure.

1.40.4 Barricades, Warning Signs, and Lights

The Contractor shall install all necessary barricades, warning signs, and lights to protect workmen, building occupants, the public, and adjacent property.

1.41 deleted

1.42 QUALITY CONTROL

The Contractor shall develop, implement, and maintain a quality control system which meets or exceeds the requirements of SECTION 01451 CONTRACTOR QUALITY CONTROL.

1.43 deleted

1.44 WARRANTY OF CONSTRUCTION

The Contractor shall warrant his construction in accordance with Contract Clause FAR 52.246-0021 entitled: Warranty of Construction.

1.45 ~~deleted~~

1.46 PARTNERING

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve mutual goals with the intent to complete the Contract within budget, on schedule and in accordance with plans and specifications. This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with implementing this partnership will be agreed to by the Contractor and the Government, and will be shared equally with no change in Contract price. To implement this partnership initiative, it is anticipated that thirty (30) days after Notice to Proceed, a team building workshop will be conducted. Follow-up workshops will be held periodically throughout the duration of the Contract as agreed to by the Contractor and the Government.

PART 2 PRODUCTS (Not Applicable)

DACA41-02-B-0001-0002

PART 3 EXECUTION (Not Applicable)

* * * * *

-- End of Section --

SECTION 01312

RESIDENT MANAGEMENT SYSTEM (RMS)
05/00

PART 1 GENERAL

1.1 GENERAL INFORMATION

The Government will use the Resident Management System for Windows (RMS-W) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS-Windows, referred to as RMS-QC (QC for Quality Control), to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS-W and RMS-QC will facilitate electronic exchange of information and overall management of the contract. RMS-QC provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320, "Project Schedule", Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through RMS-QC. Also, there is no separate payment for establishing and maintaining the RMS-QC database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 RMS-QC SOFTWARE

RMS-QC is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the RMS-QC software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the RMS-QC software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide RMS-QC on 3-1/2" high-density diskettes or CD-ROM. Any program updates of RMS-QC will be made available to the Contractor via the Government RMS Website as they

become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run RMS-QC:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor
32+ MB RAM
4 GB hard drive disk space for sole use by the RMS-QC system
3-1/2 inch high-density floppy drive
Compact disk (CD) Reader
Color monitor
Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory
Connection to the Internet, minimum 28 BPS

Software

Microsoft (MS) Access 97 or newer version database software
MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)
Word Processing software compatible with MS Word 97 or newer
Internet browser
The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 RMS-QC User Guide

After contract award, the contractor shall download instructions for the installation and use of RMS-QC from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of RMS-QC will be discussed with the Contractor's QC System Manager during the mandatory CQC training class.

1.4.3 Video Training for RMS-QC

After contract award, the Contractor will be provided with a CD containing a training video on the use of RMS-QC.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for RMS-QC. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the RMS-QC database throughout the duration of the contract. The contractor shall establish and maintain the RMS-QC database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The RMS-QC database typically shall include current data on the following items.

3.1.1 Administration

3.1.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of RMS-QC software from the Government, the Contractor shall deliver contractor administrative data in electronic format via E-mail.

3.1.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in RMS-QC. Within 14 calendar days of receipt of RMS-QC software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

3.1.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001 (e.g., H-0001 or S-0001). The Government's letters to the contractor will be prefixed with "C".

3.1.1.4 Requests for Information

RMS-QC includes a means for the Contractor to enter, log, and transmit requests for information (RFI) to the Government. RFIs can be exchanged electronically using the import/export functions of RMS-QC. The Contractor shall also provide the Government with a signed, printed copy of each RFI. All RFIs from the Contractor to the Government shall have the prefix "RFI" and shall be numbered sequentially beginning with RFI-0001.

3.1.1.5 Equipment

The Contractor's RMS-QC database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

3.1.1.6 EM 385-1-1, Corps of Engineers Safety Manual and RMS Linkage

Upon request, the Contractor can obtain a copy of the current version of the Safety Manual, EM 385-1-1, on Cd. Data on the Cd will be accessible through RMS-QC, or in stand-alone mode.

3.1.1.7 Management Reporting

RMS-QC includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective

of the quality of the data input, and is maintained in the various sections of RMS-QC. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

3.1.2 Finances

3.1.2.1 Pay Activity Data

The RMS-QC database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

3.1.2.2 Payment Requests

All progress payment requests shall be prepared using RMS-QC. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using RMS-QC. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

3.1.3 Quality Control

RMS-QC provides a means to track implementation of the 3-phase QC Control System, Prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the RMS-QC-generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

3.1.3.1 Daily Contractor Quality Control (CQC) Reports

RMS-QC includes the means to produce the Daily CQC Report. The contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by RMS-QC shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the RMS-QC-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

3.1.3.2 Deficiency Tracking

The Contractor shall use RMS-QC to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC comments. The Contractor shall maintain a current log of its QC comments in the RMS-QC database. The Government will log the deficiencies it has identified using its QA comments. The Government's QA comments will be

included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA comments.

3.1.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS-QC.

3.1.3.4 Accident/Safety Tracking

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize RMS-QC to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

3.1.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the RMS-QC database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of Paragraph "Finances") will only be linked to a single feature of work.

3.1.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in RMS-QC. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via RMS-QC.

3.1.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns as described in Section 01330, SUBMITTAL PROCEDURES. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use RMS-QC to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using RMS-QC. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

3.1.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the RMS-QC database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

3.1.6 Import/Export of Data

RMS-QC includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

3.2 IMPLEMENTATION

Contractor use of RMS-QC as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its RMS-QC database, and to provide the Government with regular database updates. RMS-QC shall be an integral part of the Contractor's management of quality control.

3.3 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the RMS-QC built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following.

3.3.1 File Medium

The Contractor shall submit required data on 3-1/2" double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

3.3.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the RMS-QC file name, full contract number, project name, project location, data date, name and telephone number of person responsible for the data.

3.3.3 File Names

The Government will provide the file names to be used by the Contractor with the RMS-QC software.

3.4 MONTHLY COORDINATION MEETING

The Contractor shall update the RMS-QC database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable RMS-QC export file is received.

3.5 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on one of the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5. or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date,

SECTION 01451A

CONTRACTOR QUALITY CONTROL
07/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than ten (10) days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first thirty

(30) days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of ten (10) calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a Graduate Engineer with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the

prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: medical facilities coordinator. These individuals shall be directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary prior experience with medical facilities necessary to supervise the work. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors".

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements. When Section 15950A HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS; 15951A DIRECT DIGITAL CONTROL FOR HVAC; 15990A TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS; or 15995A COMMISSIONING OF HVAC SYSTEMS are included in the contract, the submittals required by those sections shall be coordinated with Section 01330 SUBMITTAL PROCEDURES to ensure adequate time is allowed for each type of submittal required.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference

codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity

analysis with each worker.

- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the

Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$100 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These

inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the

project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --